



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

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Executive Director

May 20, 2003

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**ADOPT RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING
BETWEEN AUTHORIZED REPRESENTATIVES OF THE HOUSING AUTHORITY AND
THE HOUSING AUTHORITY EMPLOYEES ASSOCIATION (ALL DISTRICTS)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt and instruct the Chair to sign the Resolution approving the Memorandum of Understanding (MOU), attached in substantially final form, between Authorized Management Representatives of the Housing Authority and the Housing Authority Employees Association.
2. Authorize the Executive Director to provide an increase not exceeding \$14,035 in the dollar contribution to the Optional Benefit Plan, and vacation leave payout not exceeding \$22,089, using funds included in the Housing Authority's approved budget.
3. Authorize the Authorized Management Representatives of the Housing Authority to execute the MOU, to be effective June 3, 2003 to June 2, 2004.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The purpose of this action is to execute a new MOU for nine active members of the Housing Authority Employees Association.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. There is a proposed increase of \$14,035 in the dollar contribution to the Optional Benefit Plan, and vacation leave payouts in an estimated amount of \$22,089. Funding is available in the current Housing Authority budget for the proposed adjustments.

The Housing Authority Employees Association has been advised that this MOU must be renegotiated each year with sufficient time to coincide with the annual budget preparation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 27, 1992, Housing Authority employees held an election which resulted in the de-certification of the American Federation of State, County, and Municipal Employees (AFSCME). Since that time, employees have represented themselves, and have been without an agreement since August 31, 1993. The Housing Authority Employees Association is a closed group since the Housing Authority does not hire new employees. All new hires are employed by the Community Development Commission.

When the Community Development Commission adjusted the salary ranges effective January 1, 2002, salaries for the Housing Authority Employees Association were also adjusted as provided under the previous agreement. On January 30, 2002, the Housing Authority Employees Association initiated negotiations for a new MOU with changes specific to employee benefits.

The Housing Authority Employees Association consists of nine employees of which four employees are in the Supervisory Unit and five employees are in the Miscellaneous Unit. For the sake of expediency, the agreements for the Supervisory and Miscellaneous Units were combined into one, as noted in the attached proposed MOU. However, each Unit retains the right to negotiate separately.

The term of the new MOU will be from June 3, 2003 through June 2, 2004. Some provisions in the proposed MOU date back to the time of implementation for the Community Development Commission, because the original agreement provided for concurrent policy changes. The MOU is substantially the same as the previous one, with the two key changes described below.

The Optional Benefit Plan will increase from \$170 per month to \$299.96 per month, per employee. The estimated annual cost will not exceed \$14,035. The Optional Benefit Plan is used to offset the employee's out-of-pocket contributions towards medical, dental, and vision insurance or as a contribution to the Deferred Compensation Plan.

Community Development Commission employees receive a larger contribution from the Commission for the same purpose. The proposed MOU will not impact the Health Benefit Plan provided through the California Public Employees Retirement System (CalPERS) nor will it impact the retirees of the Housing Authority Employees Association.

Vacation leave hours in excess of 320 will no longer be forfeited. Leave hours will be capped at a maximum of 240 hours. Vacation hours in excess of this limit will be paid out annually to the employees on December 31. The estimated annual cost will not exceed \$22,089. This change is consistent with the current policy of the Community Development Commission.

Should the Community Development Commission make changes in the salary ranges, the Housing Authority Employees Association will not automatically adopt the new prevailing rates. Consequently, this and all future changes to Article 4, Section 1 of the proposed MOU must be negotiated, and will not be tied to Community Development Commission compensation, classification or monthly salary ranges.

The Chief Administrative Officer has reviewed the MOU, and County Counsel has approved the Resolution as to form. At its meeting of April 23, 2003, the Housing Commission recommended approval of the MOU.

IMPACT ON CURRENT SERVICES:

The recommended actions are consistent with the principle of promoting the well being of employees and their families.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 2

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
HOUSING AUTHORITY AND THE HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES EMPLOYEES ASSOCIATION,
MISCELLANEOUS AND SUPERVISORY UNITS**

WHEREAS, Section 34278 of the Health and Safety Code of the State of California requires that the Board of Commissioners of the Housing Authority shall determine the qualifications, duties, terms of employment and compensation of its employees; and

WHEREAS, the Housing Authority of the County of Los Angeles has negotiated the attached Memorandum of Understanding for its employees designated as being represented by the Housing Authority of the County of Los Angeles Employees Association, Miscellaneous and Supervisory Units;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Los Angeles hereby adopts and approves the attached Memorandum of Understanding and the terms and conditions stated herein.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer

THE HOUSING AUTHORITY OF
THE COUNTY OF LOS ANGELES

By: _____
Deputy

By: _____
Chair

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy

ADOPTED BY BOARD ACTION ON:

MEMORANDUM OF UNDERSTANDING

FOR JOINT SUBMISSION

TO THE BOARD OF COMMISSIONERS

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

THIS MEMORANDUM OF UNDERSTANDING, made and entered

Into this 3rd day of June 2003.

BY AND BETWEEN AUTHORIZED MANAGEMENT REPRESENTATIVES
(HEREINAFTER REFERRED TO AS "MANAGEMENT")
OF THE HOUSING AUTHORITY OF THE COUNTY OF
LOS ANGELES (HEREINAFTER REFERRED TO AS
"AUTHORITY")

AND THE HOUSING AUTHORITY OF THE COUNTY OF LOS
ANGELES EMPLOYEES ASSOCIATION (HEREINAFTER
REFERRED TO AS "ASSOCIATION"), SUPERVISORY
AND MISCELLANEOUS UNITS

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 ASSOCIATION RECOGNITION AND ASSOCIATION EXCLUSIVITY: SCOPE OF UNIT	3
ARTICLE 2 TERM	5
ARTICLE 3 RENEGOTIATION	6
ARTICLE 4 COMPENSATION, INCENTIVE PAY, AND WORK HOURS	7
ARTICLE 5 OVERTIME	9
ARTICLE 6 TRAVEL REIMBURSEMENT	10
ARTICLE 7 MAINTENANCE STANDBY & CALL-BACK PAY	11
ARTICLE 8 BILINGUAL PAY	13
ARTICLE 9 HOLIDAY	14
ARTICLE 10 LEAVES WITH PAY	15
ARTICLE 11 LEAVES WITHOUT PAY	21
ARTICLE 12 EMPLOYEE COMMUNICATIONS.	28
ARTICLE 13 PAYROLL DEDUCTIONS AND DUES	29
ARTICLE 14 BENEFITS	31
ARTICLE 15 PROBATIONARY PERIOD AND ACTING APPOINTMENT	33
ARTICLE 16 REDUCTION-IN-FORCE	34
ARTICLE 17 GRIEVANCE PROCEDURE	36
ARTICLE 18 ASSOCIATION REPRESENTATION	45
ARTICLE 19 SUBSTANCE ABUSE POLICY	48
ARTICLE 20 VIDEO DISPLAY TERMINALS	51
ARTICLE 21 MANAGEMENT RIGHTS	52
ARTICLE 22 FULL UNDERSTANDING, MODIFICATIONS AND WAIVER	54
ARTICLE 24 SEVERABILITY	56
ARTICLE 25 IMPLEMENTATION	57
SIGNATURE	58

ARTICLE 1

ASSOCIATION RECOGNITION AND ASSOCIATION EXCLUSIVITY: **SCOPE OF UNIT**

The Authority recognizes the Association, Supervisory and Miscellaneous Units, as the exclusive representative for all permanent employees of the Authority in the following classification:

CLASSIFICATION

Accountant I

Analyst III - IV

Maintenance Worker III

Program Specialist II - IV

For the sake of simplicity, the Memoranda Of Understanding for the Supervisory and Miscellaneous Units are combined into one Memorandum of Understanding (MOU) covering both units. However, Management reserves the right to negotiate separately with each unit.

It is agreed that this document, for convenience sake, comprises two separate Memoranda of Understanding for two separate bargaining units: Supervisory employees and Miscellaneous employees. It is also agreed by the parties that each of these two bargaining units and the employees therein retain the right, without dispute, to bargain separately for a successor MOU, to exercise all rights and to ratify or not ratify separately.

Accretion of New Classifications

In the event of an employee promotion to a classification not listed above, the employee will assume the Community Development Commission (Commission) job classification

ARTICLE 1

Continued

and the prevailing salary range of that position. The Association will incorporate the new position into the Association's bargaining units.

ARTICLE 2

TERM

The term of this MOU shall commence June 3, 2003. This MOU shall expire and otherwise be fully terminated at 12:00 midnight on June 2, 2004.

ARTICLE 3

RENEGOTIATION

In the event either party hereto desires to negotiate a successor MOU, such party shall serve upon the other no later than March 3, 2004 its written request to commence negotiations as well as its written proposals for such successor MOU. Upon receipt of such written notice and proposals, negotiations shall begin no later than April 5, 2004.

ARTICLE 4

COMPENSATION INCENTIVE PAY, AND WORK HOURS

Section 1 – Compensation

The parties agree jointly to recommend to the Board of Commissioners the following salary ranges applicable to employees in the Association, effective January 1, 2002.

<u>CLASSIFICATION</u>	<u>MONTHLY SALARY RANGE</u>
Program Specialist IV	3719 - 5208
Analyst III	4331 - 5846
Analyst IV	4921 - 6890
Maintenance Worker III	2970 - 3862
Program Specialist II	2679 - 3617
Program Specialist III	3215 - 4340
Accountant I	3248 - 4059

Section 2 – Merit Increases

Employees shall be eligible for merit increases, within the classification salary range, after completion of twelve months of service. In computing length of service, credit shall be given for all time served, except for months in which an employee is not compensated for at least the equivalent of 3/4 of his/her standard hours per pay period due to disability or other reasons.

Based on job performance, an employee's compensation may be adjusted within the approved classification salary range. Employees are eligible to receive merit increases based upon an employee's overall performance rating on their annual performance evaluation. Such increases are to be consistent with those given in the Commission for comparable performance within the appropriate

ARTICLE 4

Continued

classification. Merit increases are effective on an employee's anniversary date for the position they currently hold. Performance Planning and Appraisal Guidelines shall be provided to all supervisors and the Association. Human Resources will monitor the performance evaluation process to assure compliance with the Guidelines.

Section 3 – Incentive System

Employees of the Association are eligible to participate in the Commission's Employee Incentive System Program.

Section 4 – Work Hours

Unless the Executive Director approves an alternative schedule, all employees in the Association shall work on a five-day/forty hour per week basis.

With approval from the Executive Director, employees may work an alternative 9/80 schedule. The 9/80 schedule involves working 80 hours over a nine-day period. On this alternative work schedule, employees may work nine hours in a workday.

Regarding Light Duty, any policy applying to Commission employees shall also apply to employees of the Association.

Section 5 – Telecommuting

Employees with approval from the Executive Director may telecommute by participating in the Commission's Clean Air Ride Reduction (CARR) program.

ARTICLE 5

OVERTIME

As used in this section, the following terms are defined: (a) "Overtime" means time spent in the performance of work ordered and approved by the Executive Director or his designee which is in excess the number of hours regularly worked in the workweek; (b) "workweek" means a seven day calendar week for the determination of overtime.

General Conditions and Exceptions

- A. Overtime Work: The Executive Director or his designee may require an employee to work overtime.
- B. Regular Hourly Rate: As used in this section, the employee's regular hourly rate of pay shall be the base rate used for calculating overtime.

Method of Compensation

Overtime shall be compensated by compensatory time off on a time and one-half basis for all hours worked over 40 in a workweek. Payment for such overtime may be made if authorized by the Executive Director or his designee. When payment of overtime is authorized, it shall be paid at one and one-half times the regular rate of pay for all hours worked over 40 in a workweek.

ARTICLE 6

TRAVEL REIMBURSEMENT

Mileage

The parties agree that Association employees will be reimbursed for costs associated with driving their own vehicles on Authority/Commission business at the rates in effect with the Commission.

Travel Reimbursement and Subsistence Allowance

The parties agree that actual subsistence expenses incurred while traveling in the conduct of Authority/Commission business must be supported by receipts and other documentation for all expense items. Reimbursement will be given in accordance with the Commission's Travel and Mileage Reimbursement policies.

ARTICLE 7

MAINTENANCE STANDBY & CALL-BACK PAY

- A. Whenever a maintenance employee is ordered to return to duty because of work requirements, such return to duty shall be deemed to be a call-back if the order to return is given to the employee following termination of his/her normal work shift and departure from his work location, but not less than two hours before the established starting time of the employee's next regular shift.
- B. Compensation for all call-back shall be as follows:
 - 1. For employees authorized for paid overtime, there shall be minimum payment equivalent to four hours pay at one and one-half times the regular rate of pay.
 - 2. For all other employees, there shall be minimum compensation of four hours compensatory time off on an hour-for-hour basis.
- C. An employee who performs multiple call-backs, receiving separate orders to return to the worksite, shall not receive compensation for more than one such call if:
 - 1. The second call-back or any call-back subsequent to the second call-back occurs within four hours of the initial call-back.
 - 2. The affected employee has actually worked less than a total of four hours as a result of such multiple call-backs. Call-back time shall not be used to calculate overtime unless an employee has worked more than 40 hours total in a workweek.

ARTICLE 7

Continued

- D. When a maintenance employee is required to return to work on a recognized holiday, or weekend immediately following, or preceding the holiday, the maintenance employee shall be compensated at two times the regular rate of pay for hours worked in excess of two hours on the recognized holiday. Those hours paid during a workweek for a recognized holiday shall be calculated for hours worked for overtime purposes.

- E. To ensure that housing developments will receive emergency repairs during the weekend hours not covered by the normal work schedule, it is the policy of the Authority that employees in the Maintenance Worker Classification may be assigned to standby "on call" status at the discretion of the Executive Director. Maintenance employees, who are required to be available on a standby basis to respond to emergency calls from 6:00 p.m. Friday through 5:30 a.m. Monday, shall receive standby compensation of eight hours pay at the minimum wage rate, to be authorized by the Executive Director. Recognized holidays falling on days consecutive with the weekend will be considered as part of the normal standby compensation.

ARTICLE 8

BILINGUAL PAY

Upon verified competency, employees shall receive additional compensation at the rate of \$100.00 per month or rate comparable to the bilingual pay rate established for the Commission, if the Authority finds that the specific assignment of the employee requires a fluency in both English and at least one foreign language, and knowledge of and sensitivity towards the culture and needs of the foreign-language clientele to which the Authority is providing service. Such specific assignments must require the fluent use of both languages by the employee on a continuing and frequent basis in order to meet the public service responsibility.

Should the Commission increase the bilingual pay rate, the Association will adopt the new prevailing rate with the same effective date.

ARTICLE 9

HOLIDAYS

Employees shall be entitled to the following paid holidays as long as they are compensated for the day before and the day after the holiday observed:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

If a holiday falls upon a Sunday, the Monday following is a holiday. If a holiday falls upon a Saturday, the preceding Friday is a holiday.

On January 1 each year, an employee shall accrue one floating holiday. The floating holiday may be scheduled off with prior approval of management but only during the calendar year during which it was earned. The floating holiday may not be carried over to the next calendar year.

Employees on leave without pay are not entitled to holiday pay.

ARTICLE 10

LEAVES WITH PAY

Employees are eligible for the following leaves subject to management authorization. All leaves with pay accruals are computed and recorded on an eight-hour per workday basis and expended thereof.

Section 1 – Annual Leave

Employees shall accrue annual leave for each full calendar month of continuous service in accordance with the following accrual schedule:

Annual Leave

Annual leave is earned at rates equivalent to the following schedule:

12 – 48 months of service 10 workdays

49 – 120 months of service 15 Workdays

121 months or more of service 15 workdays plus one workday for
each 12 months over 120 months,
not to exceed 20 workdays

A. Continuous service time includes all calendar months in which an employee has been compensated for the equivalent of $\frac{3}{4}$ of his/her standard hours per pay-period.

B. Unused annual leave for each employee in excess of 240 hours at the end of the year may not be carried to the next calendar year. Any hours in

ARTICLE 10

Continued

excess of 240 will be paid to the employee at his/her hourly rate on December 31st.

- C. Absences, which are charged to annual leave, must be approved in advance by management. Leave taken without prior authorization shall be considered as leave without pay unless an emergency exists, in which event the validity of such emergency shall be determined by management.
- D. The minimum amount of time, which can be charged to annual leave, is one-half hour. Leave will be charged in one-half hour increments.
- E. Annual leave may be taken as accrued but may be denied at the discretion of management when unscheduled or other reasonable circumstances occur.
- F. Annual leave shall be accrued for any month in which an employee is compensated for at least $\frac{3}{4}$ of his/her standard hours per pay-period.
- G. Upon employment separation, an employee shall be paid for all annual leave accrued and posted.

Section 2 – Bonus Annual Leave

An employee shall receive eight hours additional annual leave for each increment of 100 hours unused sick leave accrued to a maximum of 32 bonus hours.

ARTICLE 10

Continued

- A. Bonus annual leave shall be accrued, recorded, and posted by the second pay period in January of each calendar year.
- B. Bonus annual leave shall be granted and utilized according to the normal provisions of annual leave.

Section 3 – Sick Leave

Employees shall accrue sick leave at the rate of eight hours for each full calendar month of service. Therefore, in the event of absenteeism due to person illness, injury, or unexcused leave the following procedures are required:

- A. All employees are expected to report to work as scheduled and work all scheduled hours required. Employees will be charged with an absence occurrence when they fail to report for their scheduled work hours.
- B. Absences for which employees will be charged with an absence occurrence include failures to report for such reasons as personal business, an illness or accident not involving hospitalization, an emergency other than those officially recognized by the Authority, or tardiness of two hours or more. (Tardiness occurrences of two hours or more will not be included in the tardiness policy defined below.) Absences that will not result in an occurrence charge include advance notification of medical, dental, or optical appointments; work-related injuries or illnesses; and hospital confinement. The Authority has the right to require employees to submit a doctor's report or undergo a physical examination to verify a claim of illness or injury.

ARTICLE 10

Continued

- C. Employees must notify their supervisor within the first working hour of their inability to report for work as scheduled.
- D. Employees who are absent for three consecutive working days without notifying the Authority are subject to termination as voluntary quits.
- E. After an employee has accumulated a total of six absence occurrences within a 12-month period, his/her supervisor will discuss with the employee the reasons for the absence and the organization's need for regular attendance by all workers. The accumulation of two more absence occurrences within the 12-month period will result in an oral warning. Nine absence occurrences will result in a written reprimand; ten absence occurrences will result in a one-day suspension without pay; and 11 absence occurrences will result in a three-day suspension without pay. Employees who are charged with 12 absence occurrences within a 12-month period will be subject to discharge. Supervisors will provide counseling at each step of this progressive procedure, and may refer employees to outside sources of counseling and assistance for help in dealing with medical, physical, or personal difficulties related to their attendance problems when appropriate.
- F. In dealing with attendance problems, the Authority will consider all the facts and circumstances of a particular case, including the employee's overall attendance and performance records, reasons for missing work, and prospects for future improvement and maintenance of an acceptable attendance record. The Authority reserves the right to make exceptions to the disciplinary procedures outlined above in the interest of fairness.

ARTICLE 10

Continued

- G. An employee may request the use of accrued annual leave for periods of illness or injury after all accrued sick leave has been expended.
- H. Sick leave shall be accrued for any month in which an employee is compensated for at least $\frac{3}{4}$ of his/her standard hours.
- I. Employees in maintenance classifications must report sick leave to their supervisor or designated office within the first quarter working hour for each day of absence. Office staff must report sick leave to their supervisor or designated office within the first working hour for each day of absence. A physician's statement covering the period of sick leave will fulfill the reporting requirement when submitted prior to the documented days of sick leave.
- J. An employee may elect to receive State Disability Insurance benefits in lieu of accrued sick leave provided a written request to "freeze" sick leave is received by his/her supervisor within seven days from the first date of absences.

Section 4 – Bereavement Leave

Up to three days, leave with pay shall be provided in the event of death in the employee's family (parent, brother, sister, child, spouse, grandparent, grandchild, parent-in-law, or any relative by blood or marriage residing in the employee's household).

ARTICLE 10

Continued

Section 6 – Jury Duty

An employee who has successfully completed his/her probationary period with the Authority is authorized to be absent from work with pay, not to exceed 22 full working days per calendar year, when summoned for jury duty. When an employee elects to be absent on jury duty with pay, s/he shall: (a) furnish the Authority with a copy of the summons documents; and (b) submit certification of attendance while on jury duty.

Section 7 – Administrative Leave

When the Executive Director determines it is in the best interest of the Authority or an employee, Administrative Leave may be authorized.

Section 8 – Voting Time

An employee is authorized to take not more than two hours without loss of pay for voting time in state or national elections when the employee is without a reasonable period of time to vote during non-working hours and when the employee has received two weeks advance approval from management.

ARTICLE 11

LEAVES WITHOUT PAY

Employees are eligible for the following leaves subject to management authorization. The following benefits and privileges apply only if an employee is physically and mentally fit at the end of the authorized period.

Section 1 – Military Service

An employee who enters the Armed Forces of the United States shall be granted a leave of absence from the Authority for the period in service and 60 days following discharge, or hospitalization continuing after discharge for a period of not more than three months. An employee shall be entitled to be reinstated to his/her former position or to a position of like grade and pay under the following conditions:

- A. An employee presents, prior to departure, both evidence of his/her call to service and affirmation of his/her intention to return to employment upon separation from service; and
- B. An employee is willing to report for work within 60 days after discharge, or hospitalization continuing after discharge for a period of not more than three months; and an employee is physically and mentally fit for employment to his/her former position or to a position of like status and pay. If an employee receives a discharge other than honorable, his/her re-employment shall be at the discretion of the Executive Director.

ARTICLE 11

Continued

Section 2 – Pregnancy Disability Leave

A pregnant employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from pregnancy, miscarriage, childbirth or recovery there from. Such reasonable leave of absence shall not exceed six months. Employees shall take an unpaid leave of absence during such leave of absence, except that accrued annual leave and sick leave may be taken at the option of the employee. As with all other temporary disabilities, a physician's certificate is required to verify the extent and duration of the temporary disability.

An employee who plans to take a pregnancy leave must give reasonable notice of at least 30 days before the date she will take the leave and the estimated duration of the leave. Coverage for medical, dental, and life insurance will be continued through the end of the last calendar month that an employee is compensated for at least $\frac{3}{4}$ of her standard hours unless the employee is eligible under the Family and Medical Leave Act. Thereafter, an employee may make arrangements to pay for insurance premiums. The employee and the Authority will follow Public Employees' Retirement System (PERS) regulations pertaining to medical insurance.

An employee shall be entitled to be reinstated to her former position or to a position of like grade and pay. An employee who is on an approved pregnancy disability leave shall be eligible for reinstatement within the time approved, provided she is physically able to resume her regular duties and has submitted a statement from her physician confirming this determination.

ARTICLE 11

Continued

Section 3 – Medical Leave

An employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from illness, injury or recovery there from. Such reasonable leave of absence shall not exceed six months. If the employee has returned to work and not completed six months of continuous employment, any period of leave for the same cause or causes longer than 12 weeks will be treated as one continuous period of leave. Such period of continuous leave shall not exceed six months.

Employees shall take an unpaid leave of absence during medical leave of absence, except that accrued vacation pay and sick leave may be taken at the option of the employee. As with all other temporary disabilities, a physician's statement is required to verify the extent and duration of the temporary disability.

An employee who plans to take a medical leave must give reasonable notice of at least 30 days, if possible, before the date he or she will take the leave and the estimated duration of the leave.

Coverage of medical, dental, and life insurance will be continued through the end of the last calendar month that an employee is compensated for $\frac{3}{4}$ of his/her standard hours unless the employee is eligible under the Family and Medical Leave Act. Thereafter, an employee may make arrangements to pay insurance premiums. The employee and the Authority will follow (PERS) regulations pertaining to medical insurance.

ARTICLE 11

Continued

Section 4 – Industrial Leave

An employee who has an industrial illness or injury is entitled to a leave of absence without pay until the employee can either return to duty and perform his/her prior job duties without restriction, or the employee is terminated due to physical incapacity because: (1) he /she is permanently disabled and is eligible for vocational rehabilitation, and/or (2) he/she cannot perform his/her prior job duties without restriction due to a permanent disability.

As with all other temporary disabilities, a physician's statement is required to verify the extent and duration of the temporary disability.

Regarding Light Duty, any policy applying to Commission employees shall also apply to employees of the Association.

Section 5 – Personal Leave

Personal leaves are of primary benefit to the employee and shall be interpreted as a privilege rather than a right. Such leave shall be considered for an employee with one year or more of employment with the Authority, without prejudice to the interests of the employee, and in accordance with the welfare of the Authority and authorized approval of the Executive Director. Personal leaves shall not be granted to supplement any other paid or unpaid leaves of absence or to replace any paid leaves of absence in which an employee is without accruals, unless specifically provided below.

Short Term Personal Leave – Personal leave of five days or less may be authorized by the Division Director. This leave must be compelling and of an emergency nature.

ARTICLE 11

Continued

Extended Term Personal Leave – Personal leave of more than five days but less than 90 days may be authorized by the Executive Director for reasons of rest, illness, study, or personal emergency.

Long Term Personal Leave – Personal leave of more than 90 days but less than six months may be authorized by the Executive Director for reasons deemed in the best interest of the Authority.

Section 6 – Regulatory Leave

At the discretion of the Executive Director, an employee may be placed on regulatory leave, not to exceed six months, when there is reason to believe continued active employment of the employee is not in the best interest of the Authority.

- A. Regulatory Leave will generally be imposed when an employee is charged with serious violation of public law or ordinance not under the enforcement of the Authority.
- B. An employee may be eligible for back pay upon satisfactory conclusion and return to active employment from Regulatory Leave.
- C. An employee may be involuntarily separated from Authority employment during Regulatory Leave for either: (a) final determination that continued employment is not in the best interests of the Authority; or (b) the reasons for imposing Regulatory Leave are not satisfactorily concluded within six months.

ARTICLE 11

Continued

Section 7 – Parental Leave for School Visits

An employee who is a parent or guardian or grandparent having custody of a child in kindergarten through twelfth grade, or attending a licensed child day care facility, may take off 40 hours each school year, for all children, to visit the school of the child. The employee, before taking the time off, must give reasonable notice to the Authority of the planned absence. This leave is unpaid, unless accrued annual leave or accrued compensatory time is utilized. The employee, if requested to do so, shall provide documentation from the school as proof that he or she has visited the school on a specific day and at a particular time.

Section 8 – Family Care and Medical Leave

In accordance with the federal and state law, employees who have worked continuously for at least one year and have completed 1,250 hours over the previous 12-month period are eligible for up to 12 weeks of unpaid, job protected leave to care for a newborn child, to care for a child joining the household through adoption or foster care, to care for the employee's seriously ill spouse, child, or parent, or for the employee's own serious health condition that prevents the employee from performing his or her own job.

The 12-week federal family care runs concurrently with the 12-week California family care leave, except in the case of a leave taken due to pregnancy disability.

A physician's certificate is required to verify the extent and duration of the employee's own illness or the serious health condition necessitating the leave to care for an ill spouse, child, or parent. An employee who plans to take a family care leave must give

ARTICLE 11

Continued

a 30-day notice when the leave is foreseeable.

The employee may choose to use accrued leaves with pay in accordance with Article 10 or accumulated compensatory time.

If the employee is receiving compensation, medical coverage will be continued through the end of the last calendar month that an employee is compensated or the equivalent of $\frac{3}{4}$ of his/her standard hours per pay period. Thereafter, an employee may make arrangements to pay for medical insurance.

If the employee fails to return from family care or medical leave, for a reason other than a serious health condition of the employee or the employee's immediate family member, or another reason beyond the employee's control, the Authority may recover from the employee the health coverage premiums paid for that employee while he/she was out on unpaid leave. The recovery by the Authority of paid insurance premiums, when appropriate, will be deducted from the employee's final paycheck as authorized by the necessities of life exception to the assignment of wages pursuant to California Labor Code Section 300 (g).

Upon return from family leave, eligible employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Request for family care leave may be refused, if this refusal is necessary to prevent undue hardship to the Authority's operations or the request is made by a salaried person who, on the date the leave is requested, is either one of the five highest paid employees, or is among the top 10% of the employees in terms of gross salary, whichever group is larger. Leave may not be taken for the care of a child, if the child's other parent is also taking family care leave or is unemployed.

ARTICLE 12

EMPLOYEE COMMUNICATIONS

Section 1 – Employee Lists

Management will provide the Association with a list, in available format, of the names and classifications of all employees represented in the Association upon request, but not more than twice each year.

Section 2 – Bulletin Boards

Management will furnish bulletin board space to the Association. Notices posted will be limited to official Association communications such as meeting notices, election notices and results, special affairs and any official business announcement and will be on Association letterhead, dated and signed. This space will not be used for personal attacks on employees, management or elected officials.

The amount of space shall be 40" x 18" and the location and number of bulletin boards shall be as follows:

Assisted Housing Division site:	1 bulletin board downstairs
Corporate Office:	1 bulletin board in main lunchroom
Cesar Chavez worksite:	1 bulletin board in maintenance office

ARTICLE 13

PAYROLL DEDUCTIONS AND DUES

Section 1 – Deductions and Dues

It is agreed that Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted in accordance with provisions of applicable state law, monthly by management from the salary of each employee covered hereby who files with the Authority a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Association by the Authority within 30 working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2 – Security Clause

Any employee in the Association who has authorized Association dues deductions, on the effective date of this agreement or at any time subsequent to the effective date of this agreement, shall continue to have such dues deductions made by the Authority during the term of this agreement: provided, however, that any employee in the unit may terminate such Association dues and/or deductions during the two-week period immediately preceding the expiration of this MOU, by notifying the Association and the Authority of their termination of Association dues and/or deduction. Such notification shall be by personal delivery to an Association Officer or Steward and to the Human Resources Manager and should be in the form of a letter containing the following information: employee name, employee number, job classification, division name and name of the Association from which their deductions are to be canceled. The Human

ARTICLE 13

Continued

Resources Manager shall notify the Association in writing within five days prior to taking any action with respect to such termination of deduction authorization.

Section 3 – Indemnification Clause

The Association agrees to indemnify and hold the Authority harmless from any liabilities of any nature, which may arise as a result of the application of the provisions of this Article.

ARTICLE 14

BENEFITS

Retirement Contribution Rates

The Authority agrees to pay the employee's contribution to the PERS.

Group Insurance

The Authority will make a monthly contribution to each group insurance plan for each eligible employee who fulfills the election requirements to enroll in such plan.

Health

For coverage for both active employees and retirees on and after December 1, 1992 or date approved and accept by PERS, the Authority will pay the actual cost of insurance for any on plan not to exceed the following limits:

- For an employee only: \$95.06
- For an employee and one dependent: \$182.26
- For an employee and two or more dependents: \$224.04

Dental

The Authority shall provide the same (prepaid) dental insurance programs as provided to employees of the Commission effective January 1, 1993.

ARTICLE 14

Continued

Optional Benefit Plan

Effective June 3, 2003, the Authority will contribute a maximum of \$299.96 per month, which may be used by the employee to pay for the balance of employee and dependent group health or dental insurance coverage provided by the agency. Effective June 3, 2003, any portion of the \$299.96 that is not used to pay for health or dental insurance shall be contributed as a non-elective employer contribution to the deferred compensation plan. No portion of the \$299.96 may be received by the employee as cash.

Life

The Authority will pay the premium for a \$5,000 group term life insurance plan for each employee.

Deferred Compensation Plan

The Authority agrees to provide a deferred compensation plan for employees of the Association.

Employee Assistance Program

The Authority agrees to provide an Employee Assistance Program (EAP) for employees of the Association.

ARTICLE 15

PROBATIONARY PERIOD AND ACTING APPOINTMENT

Probationary Period

An employee who is promoted to a higher-level classification shall serve a minimum six-month probationary period in the new position. A permanent employee who is promoted and does not successfully complete the probationary period in the higher classification shall be demoted to his/her former position at the salary step previously accorded.

Acting Appointment

A Regular Appointment employee with permanent status may be promoted to an Acting Appointment in a classification higher-grade position when the vacancy is expected to extend beyond one month. The employee promoted to the Acting Appointment position shall be determined qualified for the purposes of the temporary assignment and assume all duties of the position. While in the Acting Appointment, an employee shall receive compensation at the rate of the beginning salary range of the appointed position or the rate of five percent above the employee's current salary, whichever is higher. An Acting Appointment employee shall not accrue tenure/seniority for the position held, but will continue to accrue tenure/seniority for the position retained by Regular Appointment. Acting Appointments shall not extend beyond six months unless the position is filled with a Regular Appointment employee who is on an approved leave of absence.

ARTICLE 16

REDUCTION-IN-FORCE

Despite efforts to stabilize employment, the nature of the public housing program is such that there are times when positions and numbers of employees of the Authority must fluctuate corresponding to the volume of work and/or the ability of the Authority to financially continue its previously established pattern of employment. Discharges from employment through a reduction-in-force shall be administered in the following manner:

Section 1 – Occupational Class Reduction

When a reduction-in-force is made only at an occupational class level, the order of employment termination shall be made based upon those employees having the least seniority within the occupational class. Temporary, Indefinite and Provisional Appointment employees shall be reduced in force, in this order, prior to any Regular Appointment employee with permanent status.

Section 2 – Divisional Reduction

When a reduction-in-force is made among more than one occupational class, but within any one division, the order of employment termination shall be made based upon those employees in classes affected by reduction, having the least seniority within their occupational class; but those employees with more than six months in Regular Appointment service shall have the right to request a demotion to lower level which has also been affected by the reduction, provided the employee formerly held the position and/or currently meets the qualifications of the position. In no instance may an affected employee displace another employee in a lower grade level where the affected employee has less total seniority with the Authority than the lower grade employee.

ARTICLE 16

Continued

Section 3 – Re-employment Preference Register

The names of persons laid off or reduced in accordance with this Article shall be entered upon a re-employment preference register, except those persons whose records of employment have not been satisfactory or who have refused the offer of another position which is paid less than 25 percent below the position from which the employee was laid off or reduced, shall be omitted from the re-employment preference register. A re-employment preference register shall be used first when filling future vacancies of the same occupational class from which the register was generated. An employee's name shall remain on the register until the employee is reinstated or for a maximum of 12 months, whichever ever occurs first. Re-employment shall be based upon preference to the employee having the longest time in service to the Authority.

An employee reinstated, within 12 months, from the re-employment preference register shall regain tenure/seniority for prior service.

Section 4 – Notice

Notice of reduction-in-force shall be presented to the affected employee in writing by the Human Resources office. An employee shall be given a four-week notice.

Section 5 – Seniority

Seniority credit shall be determined first by the length of continuous service in the employee's occupational class and second by the length of continuous service with the Authority.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1 – Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint or reprisal against any employee who may submit or be involved in a grievance.

Section 2 – Definitions

- A. “Grievance” means a dispute concerning the interpretation or application of the provisions of this MOU or of rules or regulations governing personnel practices or working conditions, over which a complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
- B. “Business Days” means calendar days exclusive of Saturdays, Sundays, and holidays as agreed to in this MOU.

Section 3 – Responsibilities

- A. The Association agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor.
- B. The immediate supervisor will, upon request of an employee, discuss the employee’s complaint with him/her at a mutually satisfactory time.
- C. Division Management has the responsibility to:

ARTICLE 17

Continued

1. Inform an employee and the Association of any limitation of the division's authority to fully resolve the grievance; and
2. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4 - Waivers and Time Limits

- A. Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
- B. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement.
- C. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
- D. By mutual agreement, the grievance may revert to a prior level from reconsideration.

Section 5 – Employee Rights and Restrictions

- A. If an employee declines Association representation, he/she may freely exercise the choice of self-representation.

ARTICLE 17

Continued

- B. A Non-Association representative selected by an employee who exercises his/her right of self-representation as provided herein, must be made known to management two business days prior to a scheduled formal grievance meeting and shall have the right to represent or advocate as the employee's representative.

Section 6 – The Parties Right and Restrictions

- A. If the employee elects to be represented in a formal grievance meeting, the division may designate a management representative to be present at such meeting.
- B. The Association has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provision of the MOU. Management will notify the Association of all grievance involving Non-Association representation.
- C. When the person hearing the grievance agrees to hear an employee witness(es), such employee(s) may appear as a witness in the grievance procedure. If the grievance is being heard during the witness' regular working hours, management will release such witness from his/her regular duties. Witnesses shall not be harassed or disciplined by management for the act of testifying.

ARTICLE 17

Continued

Section 7 – Restoration of Salary or Earned Paid Leaves of Absences

- A. In the event an employee is ordered to absent himself/herself from the job based on probable cause, and it is subsequently determined through the grievance procedure that cause did not exist for the ordered absence, the employee shall have restored to him/her any paid leaves of absence against which such absence may have been charged, and he/she shall be granted a retroactive leave of absence with pay for the time during which he/she was prohibited from performing the duties of his/her position.
- B. In the event an employee is reduced, suspended and/or discharged, and upon appeal such reduction, suspension and/or discharged is not sustained, the employee shall be entitled to his/her base rate of salary, vacation and sick leave as if such unsustained reduction, suspension or discharge had not been invoked. However, in no event shall an employee be entitled to any salary or credit for vacation and sick leave for any period of time covered by a suspension, which is sustained.
- C. If, during an absence for which an employee is paid pursuant to this section, he/she received any compensation, which he/she would not have received had he/she continued to perform the duties of his/her position, such sum shall be deducted from the salary otherwise payable to him/her pursuant to this section.

ARTICLE 17

Continued

Section 8 - Procedure

A. Informal Complaint

1. Within seven business days from the occurrence of the matter on which a complaint is based, or within seven business days from his/her knowledge of such occurrence, an employee should discuss his/her complaint in a meeting with his/her immediate supervisor.
2. Within four business days from the date of such discussion, the immediate supervisor shall reply to the employee's complaint.

B. Formal Grievance

Step 1 – Division Director

1. Within five business days from receipt or failure to receive the supervisor's decision, an employee, not satisfied, may file a formal written grievance. Three copies of the grievance shall be signed by the employee stating the nature of the grievance and the remedy he/she requests from management. The employee shall submit two copies to his/her Division Director and retain the third copy.
2. Within five business days from receipt of a formal written grievance, the Division Director shall either (a) give his/her decision in writing to the employee or (b) schedule a meeting between the grievant and the Division Director or his/her designated representative within five additional business days.

ARTICLE 17

Continued

3. Within three business days from the conclusion of any scheduled meeting, the Division Director or his/her designated representative shall give a written decision to the employee.

Step 2 --Executive Director

1. Within five business days from his/her receipt of the decision at step one, the employee may appeal to the Executive Director using the original copy of the grievance.
2. Within ten business days from receipt of the employee's grievance the Executive Director or his/her designated representative, who has not been involved in the grievance in prior steps, shall make a thorough review of the grievance and give a written decision to the employee. If a meeting between the grievant and management representative did not occur at step one, the Executive Director or designee shall meet with the parties involved before giving his/her decision.
3. If the Executive Director or his/her designated representative fails to give a decision at the second step, within the specified time limit, and the matter directly concerns or involves the interpretation or application of specific terms and provisions of this MOU, the Association may request that the grievance be submitted to arbitration as provided for in Section nine of this Article.
4. On matters that do not directly concern or involve the interpretation or application of the specific terms and provision of this

ARTICLE 17

Continued

MOU, the written decision of the Executive Director or his/her designated representative shall be final.

Section 9 – Arbitration

- A. Within ten days from the receipt of the written decision of the Executive Director, or his/her designated representative, the Association may request that the grievance be submitted to arbitration as provided for hereinafter.
- B. Only those grievances, which directly concern or involve the interpretation or application of the specific terms and provisions of this MOU, may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - 1. The interpretation, application, merits or legality of any state or local law or ordinance, unless the Arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the Arbitrator.
 - 2. The interpretation, application, merits or legality of the rules or legality of the rules or regulation of the Division Director, the Human Resources Manager, or any other Authority Management, unless the Arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the Arbitrator.

ARTICLE 17

Continued

- C. In the event the Association desires to request that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to the Authority's Human Resources Manager and to the affected Division Director which shall:
1. Set forth the specific grievance(s) as originally filed and processed through the grievance procedure.
 2. Request that said Human Resources Manager obtain an arbitrator as provided for by the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) for the purpose of conducting arbitration concerning such grievances as provided herein.
 3. The parties, however, by mutual agreement, may utilize the Expedited Labor Arbitration rules of the AAA.
- D. Arbitration of grievances, hereunder, will be limited to the formal written grievances as originally filled by the employee. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures of AAA unless the Parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the Arbitrator and the Reporter, if the parties use a reporting service, shall be shared equally by the parties involved; it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

ARTICLE 17

Continued

- E. The written decision of an Arbitrator resulting from any arbitration of grievances, hereunder, shall be entirely advisory in nature and shall in no way be binding or legally effective upon any of the parties hereto except for grievances of discharges; suspensions in excess of 15 days; disciplinary reductions in which the employee suffers a loss of pay; allegations of Association discrimination; and any other matter to which the parties mutually agree. The Arbitrator's award in the above-excepted matters shall be binding upon the parties.

ARTICLE 18

ASSOCIATION REPRESENTATION

Section 1 – Steward Recognition

The Association may designate, and management shall recognize, no more than two stewards and one chief steward within the represented unit. In addition, the Association may designate, and management shall recognize, an alternate steward for each of the regular stewards to serve in the absence of said regular steward.

The Association shall promptly furnish the Human Resources Manager with a written list of the names of the employees designated as stewards and alternates and the areas in which they are assigned steward responsibilities, which list will be kept current by the Association.

Section 2 – Steward Representation

When stewards desire to leave their work locations to transact such investigations or process grievances, they shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an unreasonable interruption of work. Upon entering other work locations, stewards shall inform the appropriate supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an unreasonable interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available.

Section 3 – Steward Time Off

When investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

ARTICLE 18

Continued

The Association President and the Vice-President, or their alternates, will each be permitted 144 hours per year, with a maximum of 16 hours per month time off without loss of pay, to perform their responsibilities.

Stewards will be permitted, not to exceed four hours per month, time off without loss of pay, for investigating or processing formal grievances. In the event, an alternate steward acts in place of the regular steward as provided for herein, the time spent by the alternate steward will be included in the time off permitted without loss of pay for the regular steward. Additionally, alternate stewards will be permitted time off as provided for herein only in the event of the bona fide absence of the regularly designated steward. Time required to conduct grievance hearings shall not constitute investigating and processing time.

Section 4 – Assignment of Stewards

Properly designated stewards will not be reassigned by management during the term of this MOU, provided their work performance evaluation reflects a competent rating, unless such reassignment is necessitated by clearly defined operational needs or requested by the employee.

Section 5 – Representation at Board Meetings

One authorized representative of the Association shall be permitted to attend public meetings of the Housing Commission and /or Board of Commissioners when personnel matters are contained on the agenda.

ARTICLE 18

Continued

Section 6 – Leave of Absence for Association Business

Authorized representatives of the Association, at the written request of the Association, shall be granted a leave of absence without pay not to exceed 30 days per year for the purpose of conducting Association business unless such absence would cause an unreasonable interruption of work. Such Association business includes seminars, workshops, annual conventions, etc. The Association shall submit its request to the Human Resources Manager ten business days before commencing the leave.

ARTICLE 19

SUBSTANCE ABUSE POLICY

Section 1 - Purpose

It is the policy of the Authority to maintain a safe, healthful and productive work environment for all employees. To that end, management will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which would impair the employee's ability to safely and effectively perform the functions of the particular job), which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the Authority's reputation. All employees are to be aware that violation of the policy may result in discipline, up to and including termination, subject to the grievance procedure.

Section 2 – Policy

- A. It shall be grounds for termination to sell or trade any drugs or alcohol, while on duty or on Authority property.
- B. It may be grounds for disciplinary action, up to and including termination, if any employee reports to work intoxicated, under the influence of, or has traces in his or her urine of alcohol, controlled substances, narcotics, amphetamines, barbiturates, prescribed or over-the counter medications in excess of prescribed dosages, or other non-prescribed hallucinogenic substances, or becomes intoxicated or influenced while on duty.
- C. When a supervisor has reasonable cause to believe that an employee is under the influence of intoxicating liquor, controlled substances, narcotics, amphetamines, barbiturates, prescribed or over-the counter medications

ARTICLE 19

Continued

in excess of prescribed dosages, or other non-prescribed hallucinogenic substances, the supervisor shall have the authority to order that employee, accompanied by a supervisor, to report immediately to a medical facility and to be examined by a physician and to take an appropriate test for drug or alcohol use. The examination shall be conducted by a physician and to take an appropriate test for drug or alcohol use. The examination shall be conducted while the employee is "on the clock." The Authority shall bear the expense of the examination, and shall provide transportation to and from the medical facility and the employee's work station. If requested by the employee, and if an Association representative is available within one hour, an Association representative may accompany the employee to the medical testing facility or meet the employee at the medical testing facility.

- D. If the examination shows that the employee is intoxicated or under the influence of alcohol, controlled substances, narcotics, amphetamines, barbiturates, medications in excess of prescribed dosages, or other non-prescribed hallucinogenic substances, and has been verified through a second test, and has therefore violated the above rules, the employee may be subject to disciplinary action, up to and including termination. Within 90 days of the examination and if requested by the employee, Management shall have the examination sample retested by a state licensed independent laboratory/testing facility. The employee shall bear the expense of any independent examination requested.

ARTICLE 19

Continued

- E. Failure to submit to an examination and test in accordance with this policy when so ordered by management will be considered insubordination, and grounds for immediate termination.

Section 3 – Confidentiality

All test results shall be kept confidential and will only be revealed to the employee tested and to employees of the Authority who need to utilize the information in order to carry out their job responsibilities.

Section 4 – Rehabilitation

Employees who have substance abuse problems will be encouraged to make every effort to overcome such problems and to utilize the services of the EAP. The EAP will not be used in lieu of discipline against an employee found to be in violation of this policy, but may be taken into consideration by management in determining the appropriateness of the disciplinary action to be taken.

ARTICLE 20

VIDEO DISPLAY TERMINALS

A Video Display Terminal Health and Safety Article, including an agreed upon Users' Manual to be provided to any employee who operates a Video Display Terminal, shall be discussed and agreed upon following negotiations. Preventative maintenance equipment such as safety glasses, wrist supports, and other ergonomic devices are to be researched and provided as needed. The Association will designate a member to participate on the Authority's Safety Committee to ensure that this and other employee safety issues are addressed.

ARTICLE 21

MANAGEMENT RIGHTS

Section 1

It is the exclusive right of management to determine the mission of each work unit, set standards of services to be offered to the public, and exercise control and discretion over organization and operations. It is also the exclusive right of the Authority to relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the Authority's operations are to be conducted; provided that the exercise of such rights does not preclude employees or their representatives from raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

Section 2

This right shall extend to but not be limited to the right of management to enter into any agreement with another public employer or private entity, which involves the transfer of functions now being performed by employees in this representation unit. In the event management enters into such agreement, management will advise such public or private entity of the existence and terms of this MOU and will immediately advise the Association of such agreement. In addition, management will consult with the employer absorbing the function to encourage utilization of affected employees by the new employer.

ARTICLE 21

Continued

Section 3

When management elects to contract out for functions now being performed by employees in this representation unit, management will inform the Association of its intent prior to sending out the requests for proposals or bids. The Association shall inform management within five days if it desires to consult on the matter and proposes alternative methods for management to accomplish its objectives.

ARTICLE 22

FULL UNDERSTANDING, MODIFICATION, AND WAIVER

Understanding

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein; and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Modifications

It is the intent of the parties that this MOU be administered in its entirety in good faith during its full term. It is recognized that during such term, it is necessary for management in the course of managing the Authority to make changes in rules or procedures affecting the employees. When management desires to make changes, it shall notify the Association of the change and the implementation date of the change. The Association shall within two working days from the receipt of such notice, if either party desires, confer with management on the change. Except by mutual agreement of the parties, the parties shall automatically be at impasse five days after the parties begin to confer. Thereafter, management shall not be prevented from implementing the change. Nothing contained herein shall prevent the Association from grieving the effect of such change in accordance with the grievance procedure contained herein.

ARTICLE 22

Continued

Waiver

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required to negotiate with aspect to any other matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this MOU.

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 23

SEVERABILITY

If any part or provision of this MOU is in conflict or inconsistent with federal, state or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.

ARTICLE 24

IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

This MOU constitutes a joint recommendation of the representatives of the Authority and those of the Association. It shall not be binding in whole or in part on the parties listed below unless and until:

- A. The Association has notified the Human Resources Manager of the Authority in writing that it has approved the MOU in its entirety.
- B. The Board of Commissioners of the Housing Authority of the County of Los Angeles has approved this MOU in its entirety.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this MOU the day, month and year first above written.

THE HOUSING AUTHORITY
COUNTY OF LOS ANGELES
EMPLOYEE ASSOCIATION
AUTHORIZED REPRESENTATIVES

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

TO BE JOINTLY SUBMITTED TO THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES.